

C/m

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**FILED**  
**IN CLERK'S OFFICE**  
**U S DISTRICT COURT E.D.N.Y**  
★ **JUN 28 2011** ★  
**LONG ISLAND OFFICE**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
JETMAX LIMITED and JETMAX  
INTERNATIONAL, LTD.,

Plaintiffs,

v.

TOYO ELECTRIC MFG. CO. LTD. and  
BIG LOTS STORES, INC.,

Defendants.  
-----X

Civil Action No. CV 11-2114  
(LDW) (WDW)

**PERMANENT INJUNCTION  
ON CONSENT**

Plaintiffs Jetmax Limited and Jetmax International, Ltd. (collectively "Jetmax") having filed their Complaint for copyright infringement, and Defendant Toyo Electric Mfg. Co. Ltd. ("Toyo") having agreed to a permanent injunction, and the parties having entered into a separate Settlement Agreement providing for the entry of this Permanent Injunction on Consent; it is

ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the parties and the subject matter of this action and shall retain jurisdiction in order to enforce the terms of the permanent injunction.
2. Jetmax Limited is the owner of U.S. Copyright Registration No. VA 1-725-737 for the work entitled "Garden 2010 Patio String Lights," including the Jetmax Sunburst Solar

Light Set (the "Jetmax Copyright") (attached as Exhibit 1), and the Jetmax Copyright is valid and subsisting.

3. Toyo, its officers, agents, servants and employees and all persons in active concert and participation with them, are hereby permanently enjoined from infringing the Jetmax Copyright on the Jetmax Sunburst Solar Light Set which is part of the collection of light sets covered by the Jetmax Copyright, by, without limitation, manufacturing, reproducing, displaying, publishing, vending, distributing, selling, promoting, importing, and/or advertising a light set or any other article having the design of the Jetmax Sunburst Solar Light Set, including any artistic design which is substantially similar to the designs appearing in the attached Exhibit 2.

4. The parties having entered into a separate Settlement Agreement, this permanent injunction is entered without an award of damages, costs or counsel fees to either party.

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USDJ

Dated: Central Islip, NY  
June 28, 2011

APPROVED AS TO FORM

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By: 

Kevin S. Costanza  
(Not admitted in New York)

CONSENTS

The undersigned hereby consent to the foregoing PERMANENT INJUNCTION ON  
CONSENT.

Dated: 6/3/11

JETMAX LIMITED

By: 

Title: Stanley Pao, Director

Dated: 6/2/11

JETMAX INTERNATIONAL, LTD.

By: 

Title: Stanley Pao, Director

Dated: 6/9/11

TOYO ELECTRIC MFG. CO. LTD.

By: 

Title: Vice President